

Etheal

GENERAL TERMS AND CONDITIONS

for users acquiring HEAL Tokens

Read these terms and conditions (“terms”) carefully before using the services described herein. By utilizing the website located at <https://etheal.com> (“website”) and products offered therein, you acknowledge that you have read these terms and conditions and that you agree to be bound by them. If you do not agree to all of the terms and conditions of this agreement, you are not an authorized user of these services and you should not use this website nor its products.

The Website, the Platform and HEAL tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to, citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations if such restricted person purchases tokens, such restricted person has done so on an unlawful, unauthorized and fraudulent basis and in this regard shall bear negative consequences contemplated in this agreement on sale of tokens.

Tokens may have no value. Buyer may lose all amounts paid.

Terms, Privacy Policy and any terms and conditions published from time to time on the Website constitute the legal relationship and agreement between you, the Participant, and Etheal Foundation OÜ, registered in the Republic of Estonia with the company number 14217499 and registered office address Jõe tn 5, Kesklinna linnaosa, Tallinn, Harju maakond, 10151, in respect of your participation in the Crowdfunding, receiving and holding HEAL Tokens, and your use of the Website.

These terms are mostly focused on the distribution of HEAL tokens.

This document or any other document, produced and signed by Etheal does not constitute an offer or solicitation to sell shares or securities in etheal or the website or the products offered thereto. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and Etheal services and the website are not, do not offer and shall not be construed as investment or financial products, but as software. **Accordingly, this document does not constitute investment advice or counsel or solicitation for investment in any security and shall not be construed in that way. This document does not**

constitute or form part of, and should not be construed as, any offer for sale or subscription of, or any invitation to offer to buy or subscribe for, any securities.

Acquisition of cryptographic tokens from Etheal does not present an exchange of cryptocurrencies for any form of ordinary shares in etheal or the website, and holder of any cryptographic tokens, issued by etheal is not entitled to any guaranteed form of dividend or other revenue right. Holders of etheal cryptographic tokens are only entitled to the use of the platform and software and certain other rights within the platform in accordance with the terms set out herein.

Etheal cryptographic tokens are available to users in exchange for certain other cryptographic tokens and Etheal does in no way provide exchange of Etheal cryptographic tokens for fiat currency. Etheal also does not provide custodial or wallet services for the tokens.

Etheal expressly disclaims any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from: (i) reliance on any information contained in this document, (ii) any error, omission or inaccuracy in any such information or (iii) any action resulting therefrom, (iv) usage or acquisition of products, available through the website.

Tokens are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to, citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation (i) in the United States of America (including its states and the district of columbia), Puerto Rico, the Virgin Islands of the United States, any other possessions of the United States of America, or (ii) in the country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations.

1. TERMS

1.1. The following terms shall have for the purposes of these General terms and conditions the following meanings.

- (a) “HEAL” means Etheal Token as set out in paragraph 2.3.
- (b) “Etheal IP” has the meaning, set out in paragraph 12.1.
- (c) “Digital Asset” are tokens, available in particular public blockchain network, in this case Ether.
- (d) “ETH” or “Ether” shall mean value token of the Ethereum blockchain called “ether”.
- (e) “Ethereum” shall mean an open-source, public, blockchain-based distributed computing platform featuring smart contract (scripting) functionality.
- (f) “European Economic Area” or “EEA” shall mean all EU countries and in addition Iceland, Liechtenstein and Norway.
- (g) “Founders” shall have the meaning, set out in paragraph 4.3(b).
- (h) “Maximum Threshold” has the meaning, set out in paragraph 4.4 (f)
- (i) “Minimum Threshold” has the meaning, set out in paragraph 4.4(d)
- (j) “Platform” shall have the meaning, set out in paragraph 2.1.
- (k) “Project” shall have the meaning, set out in section 2.
- (l) “Restricted Areas” shall have the meaning, set out in paragraph 6.1.
- (m) “Terms” means these General Terms and Conditions.
- (n) “Third-party Wallet” is a solution, enabling users to store their Digital Assets and HEALs.
- (o) “Total HEAL Number” shall have the meaning, set out in paragraph 4.2.
- (p) “VAT” means value added tax of relevant jurisdiction, if applicable.
- (q) “Website” shall mean <https://etheal.com>.
- (r) “Participants” anyone who purchases HEAL Tokens, provides Etheal his/her email address and/or respective wallet public key for the Referral Programme, Bounty Programme receives the HEAL Tokens via Smart Contract during the Crowdsale.
- (s) “Referral HEAL Tokens” HEAL Tokens, which shall be minted to the Participants who took part in the Referral Programme, in the amount of 5% (during presale) and 7% (during normal sale) of the HEAL Tokens purchased by the new participant(s) they referred.
- (t) “Soft cap” has the meaning, set out in paragraph 4.4(e)

2. THE PROJECT

2.1. The aim of Etheal is to develop and deploy Etheal Platform, a collective of decentralized medical service listing site, which provide core functionalities required to find a clinic or doctor online, namely the ability for users to filter and search through listings, write reviews from medical services and care provider and upvote or flag existing reviews.

2.2. Etheal Platform integral element shall be the Etheal Token (“HEAL”) and its purpose is:

- (a) distribution of HEALs in accordance with the terms set out herein will enable Etheal to secure sufficient resources for the development and deployment of the Platform,
- (b) HEAL act as utility tokens facilitating open participation and coordination on the Platform,
- (c) HEALs can be used as a dedicated method to access discounted services and to transfer value and the fair initial distribution and balanced long-term incentives reward those, who use and contribute to the ecosystem.
- (d) HEALs may be, in accordance with the development of the Platform, given certain additional rights on the Platform, whereas such rights shall not include any legal governance rights of Etheal, such as voting in the annual general meeting, other statutory rights, rights to dividends or profits and similar.

2.3. The Platform is developed and runs on public Ethereum network and other underlying technologies.

2.4. The Project does not encompass and Etheal is not provider of:

- (a) exchange services between virtual currencies and fiat currencies,
- (b) wallet or custodial services of credentials necessary to access virtual currencies.

2.5. Users understand and accept that the Project is currently in alpha development phase and that it still requires substantial development work. Due to unforeseeable material conceptual, technical and commercial changes before the final release, or any time after the release of the Platform, user understands and accepts that an upgrade of Platform and/ or HEAL tokens may be required (hard-fork of HEAL) and that, if User decides not to participate in such upgrade, he may no longer use his HEALs and that non-upgraded HEALs may lose their functionality in full.

3. HEAL STRUCTURE AND PERTAINING HOLDERS' RIGHTS

3.1. HEAL will be ERC-20 standard Ethereum token.

3.2. HEAL token smart contract address will be published in due time prior to HEAL distribution.

3.3. HEAL carries no rights, express or implied, other than those, set out herein, if Etheal successfully completes and deploys the Project. In particular, HEAL holders shall not have any influence in the development or governance of Etheal, and HEALs do not represent or constitute any ownership right or stake, share or security or equivalent rights or any right to receive future revenue shares, or any other form of participation in or relating to Etheal. Any governance rights, pertaining to HEALs, are governance rights in the Platform and districts, created in the Platform, and shall not in any way be understood as legal governance rights in the Etheal as an entity or any of its affiliates.

3.4. Functionality of the HEAL token is already set out in paragraph 2.2.

3.5. HEAL tokens are designed to be exchangeable on cryptographic token exchanges. Etheal gives no warranties that HEAL tokens will be exchangeable on bigger exchanges, but undertakes on best effort bases to do everything that is reasonably possible and within the powers of Etheal to enable exchange of HEAL tokens on as many exchanges as possible.

4. ETHEAL TOKEN (HEAL) DISTRIBUTION

4.1. Contributions, given to Etheal in exchange for HEALs shall be considered as financial contributions. Contributions can only be done in Digital Assets. Failure to follow the instructions on the Website may limit, delay, or prevent a user from contribution. Users understand and accept that they make a contribution into a smart contract system on Ethereum and receive HEALs in exchange.

4.2. There will be in total 92.000.000 (ninty two million) HEAL tokens available (“Total HEAL Number”). Etheal shall not create additional HEAL tokens at any time after the initial token creation.

4.3. HEAL tokens shall be distributed in the following manner:

(a) 48.500.000 (fourty-eight million five hundred thousand) HEAL tokens shall be distributed in accordance with paragraph 4.4,

(b) 6.500.000 (six million five hundred thousand) HEAL tokens shall belong to the Etheal Founders, namely to Dr. Attila Mihály Kertész and Viktor Tábori (“Founders”) as remuneration for services provided for the benefit of Etheal before the distribution,

(c) 14.000.000 (fourteen million) HEAL tokens shall belong to the Etheal Advisors and Etheal Team, discretionally chosen by the Founders, as remuneration for services provided for the benefit of Etheal before and after the distribution,

(d) 3.000.000 (three million) HEAL tokens shall belong to Early Contributors, which have obtained HEAL tokens in accordance with paragraph 4.4.

(e) 20.000.000 (twenty million) HEAL tokens shall belong to Community Fund in accordance with paragraph 4.4

(i) 8 million (eight million) HEAL tokens will be used to incentivize developers in strategic areas to create applications on the Etheal Distributed Platform after its release

(ii) 8 million (eight million) HEAL tokens will be used to pay the users contributing to the ecosystem with quality content within the first two years of the Etheal Content Platform’s official release

(iii) 2 million (two million) HEAL tokens are planned to be used for air dropping to show appreciation for the Ethereum community.

4.4. Distribution of tokens, defined in paragraph 4.3(a) shall be conducted in the following manner:

- (a)
- (i) Distribution phase number 1, namely “presale” shall start on November 29th, 2017 at 3:00 PM UTC and shall run for a period of 14 days with 333 ETH “Minimum Threshold”, 3600 ETH “Soft cap” and 7200 ETH “Maximum threshold.”
 - (ii) Distributions phase number 2, namely “normal sale” and distribution phases 3 and 4 shall run in a later date discretionally chosen by the Etheal team.
- (b) Distribution shall be automatically effected by a smart contract, deployed to Ethereum public blockchain,
- (c) Users shall send their Digital Assets to the smart contract address,
- (d) In order for the distribution in accordance with 4.3(a) to be successful, at least 333 ETH have to be paid in due time in accordance with the terms set out herein (“Minimum Threshold”).
- (e) The distribution of the HEAL tokens is limited to a contribution of Digital Assets in the amount of 3.600 ETH (“Soft Cap”) during presale and 4,800,000 USD (“Soft Cap”) during normal sale.
- (f) Etheal shall in no case accept Digital Assets in an amount higher than 7200 ETH (“Maximum Threshold”) during presale and 10,000,000 USD (“Maximum Threshold”) during normal sale.
- (g) When
- (i) the time of the offering, defined in paragraph 4.4(a) above, is over and Minimum Threshold has been achieved; or
 - (ii) 120 hours after Soft Cap is achieved; or
 - (iii) Maximum Threshold has been achieved,
- whichever occurs first, the distribution shall be stopped and tokens shall be sent to each participating user’s wallet address. HEAL tokens are distributed to participating users in a way that each contributor receives an allocation proportional to the amount they contribute relative to the total amount contributed.
- (h) If the time of the offering, defined in paragraph 4.4(a) above, is over and Minimum Threshold has not been achieved, the Digital Assets, paid into the smart contract, the Crowdsale will be deemed unsuccessful, the Participant shall have a right for Refund. For Refund, the Participant must call refund function on Etheal Smart Contract, after that the respective amount of ETH shall be automatically transferred back to the Participant and respective amount of HEAL Tokens shall be destroyed. Using refund is optional and not mandatory for Participant.

4.5. Etheal reserves a right to change the dates, set out in the previous paragraph 4.4 at any given time due to technical or organisational reasons, without any duty to provide explanation to the users or the public. Any such changes will be published on the Website.

4.6. Distribution of tokens, defined in paragraphs 4.3(b) and 4.3(c) can be conducted 9 months or more after the end normal sale.

(a) The distribution shall be executed by applying rules, set out in paragraph 4.4, by analogy.

4.7. Tokens, distributed to the Founders and team in accordance with paragraphs 4.3(d) and 4.3(e) shall be vested to the recipients with a 12 month cliff starting from the end of distribution (meaning no vesting for that time), and then followed by monthly linear vesting until fully vested after 48 months from the end of the distribution.

4.8. Tokens, distributed to advisors in accordance with paragraph 4.3(e) shall be vested to advisors with a 3-month cliff starting from the end of distribution (meaning no vesting for that time), and then followed by monthly linear vesting until fully vested after 6 months from the end of the distribution. This type of distribution only applies to distribution of HEAL tokens prior to the distribution in accordance with paragraph 4.3(a), whereas the Founders have the discretion to decide on:

(a) Whether to execute such a distribution or not,

(b) The terms of such distribution, including but not limited to who early contributors may be and within what time they need to contribute their Digital Assets.

4.9. All HEAL purchases shall be publicly accessible via the Ethereum blockchain browser like etherscan.io or similar

4.10. HEAL distribution will be offered only through the Website. No third-party website or different provider is allowed or has been in any way supported, engaged, authorized or endorsed by Etheal and have no relationship in any way with Etheal. The only official and authorised website and HEAL token distribution provider is the Website. You must ensure that the URL of your web browser indicates that it is using a hypertext transport protocol secure connection (“https”) and that the domain name is correct. Etheal may partner with third party service provider to enable easier acquisition of HEALs with digital assets other than Ether.

4.11. Save for the provision of paragraph 4.4(h), all contributions to Etheal in exchange for HEAL tokens are final and non-refundable. By participating in the HEAL token distribution, you acknowledge that Etheal is not required to provide a refund for any reason, and that you will not receive money or other compensation in lieu of a refund.

4.12. The HEAL is not a consumer product and its users accepts explicitly and agree to it that they are not covered by the consumer protection regulation of any jurisdiction.

4.13. Etheal reserves a right to an emergency pause functionality to stop the distribution process. Use of this functionality shall remain in discretion of Etheal and shall only be used

in limited situations, such as, but not limited to: i) serious security issue detected, ii) serious network performance issue, depriving all users of equal treatment, iii) any type of material attack on the HEALs, the Platform, Website or Ethereum network.

4.14. Users, wishing to participate in the token distribution, will be obliged to send their Digital Assets for acquisition of HEALs from an Ethereum address wallet, for which they control the private key, whereas such address shall not belong to a Digital Assets exchange. Users will receive their HEALs to the same address, from where they sent the Digital Assets.

4.15. The funds raised from the HEAL distribution will belong to Etheal and will be used exclusively for the development and running of the Project, as defined above.

4.16. Title to, and risk of loss of, HEAL tokens, delivered by smart contract to the users from Etheal, passes to the users in the Republic of Estonia.

4.17 Referral tokens

Each Participant of the Crowdsale shall be provided with a unique referral URL that can be used to promote the Crowdsale to other potential participants, if he/she chooses to participate in Referral Programme while signing up for the Crowdsale. When the unique referral URL issued to the Participant is used by a new participant to sign up for the Crowdsale, the Participant will receive additional HEAL Tokens (“Referral HEAL Tokens”) to his/her account in the amount of 5% (during presale) and 7% (during normal sale) of the HEAL Tokens purchased by the new participant(s) they referred.

The Referral HEAL Tokens shall be minted to the Participant’s account within 7 business days following the end of crowdsale.

4.18 Community fund

The final timing and token structure of the Community Fund is at the discretion of Etheal and it is subject to change based on community feedback and priorities within the Etheal Ecosystem. The Community Fund HEAL tokens will be stored on a multisig wallet.

4.19. Bounty tokens

1,500,000 HEAL token will be distributed to Bounty Campaign participants, discretionally chosen by the Etheal team based on participants’ activity in the Bounty Campaign.

4.20 “HODL” reward

HODL rewards will be distributed to those token holders who do not move any portion of their HEAL tokens during subsequent months after the token sale closes.

A total of 10,000,000 HEAL tokens will be distributed proportionally to Participants’ wallets in the 3–6–9 months after the sale closes with a two-week grace period right after the normal sale.

The release of Etheal's HODLER fund is tiered in increasing increments: 1,000,000 HEAL tokens will be released after 3 months, 2,000,000 HEAL tokens after 6 months, and 7,000,000 HEAL tokens released after 9 months.

Any tokens remaining in the 2,000,000 referral reward fund and after our normal sale and unsold tokens will also be added to the 7,000,000 HEAL 9-month HODLER reward fund, where the maximum amount of HODL can be 20,000,000 HEAL.

After normal sale closes, HODL reward stakes are automatically credited to each contributing Ethereum address, in proportion to 1. the amount of HEAL tokens purchased and 2. whether you contributed during the pre-sale or the main sale.

TOKENS PURCHASED DURING THE PRE-SALE ARE CREDITED WITH DOUBLE THE AMOUNT OF HODL REWARD STAKES THAN THOSE PURCHASED DURING THE NORMAL SALE.

5. RISKS

5.1. You understand that Digital Assets, HEAL, blockchain technology, Ethereum, Ether and other associated and related technologies are new and untested and outside of Etheal's exclusive control and adverse changes in market forces or the technology, broadly construed, will excuse Etheal's performance under this agreement.

5.2. In addition to the above, you also acknowledge that you have been warned of the following risks, associated with the Website, the Digital Assets, the HEALs, the Platform and other relevant technologies mentioned herein.

(a) Legal risks regarding securities regulations

There is a risk that in some jurisdictions the HEALs and other Digital Assets might be considered to be a security, or that it might be considered to be a security in the future. Etheal does not give warranties or guarantees that HEAL tokens are not a security in all jurisdictions. Each user of HEAL tokens shall bear its own legal or financial consequences of HEAL tokens being considered a security in their respective jurisdiction.

Every user is bound to check if acquisition and disposal of HEAL tokens is legal in its jurisdiction, and by accepting these Terms each user undertakes not to use HEAL tokens should their use not be legal in the relevant jurisdiction. If a user establishes that the use of HEAL under these Terms is not legal in its jurisdiction, it should not use the HEAL, not acquire them and should immediately stop using or possessing them if such case arises.

HEAL is not money or investment securities and the token sale will not involve issuance of any fiat currency, securities (whether equity securities or otherwise), financial derivative instrument or other kind of investment certificate. HEAL is not redeemable, associated with financial return or backed by any underlying asset or repurchase commitment and does not necessarily have market prices or transactions between peers. HEAL does not stand for any sort of investment contract for all intents and purposes. You shall not participate in the token sale with a view to investment or speculation or in pursuit of any profit. Under this Terms Etheal does not provide, offer or exchange securities, investment contracts or any other form of financial instrument that may be considered by law to be a security.

Acquiring cryptographic tokens in possession and exchanging them for other cryptographic tokens will most likely continue to be scrutinized by various regulatory bodies around the world, which has so far given mixed reactions and regulatory impact. The legal ability of Etheal to provide HEAL tokens and the Platform in some jurisdictions may be eliminated by future regulation or legal actions. In the event, it turns out with a high degree certainty that HEAL tokens are not legal in certain jurisdiction, Etheal will either a) cease operations in that jurisdiction, or b) adjust HEAL tokens and the Platform in a way to comply with the regulation should that be possible and viable.

(b) Risks associated with Ethereum

HEAL tokens are based on Ethereum blockchain. As such, any malfunction, unintended function or unexpected functioning of the Ethereum protocol may cause the HEAL tokens to malfunction or function in an unexpected or unintended manner. Ether, the native unit of account of the Ethereum may itself lose value in ways similar to HEAL tokens, and also other ways. More information about the Ethereum is available at [http:// www.ethereum.org](http://www.ethereum.org)

(c) Risk of unfavourable regulatory action in one or more jurisdictions

Blockchain technologies have been the subject of scrutiny by various regulatory bodies around the world. The functioning of the Ethereum network and associated blockchain networks and Digital Assets and HEAL tokens could be impacted by one or more regulatory inquiries or actions, including but not limited to restrictions on the use or possession of digital tokens like HEAL tokens, which could impede or limit their existence, permissibility of their use and possession, and their value.

(d) Risk of theft and hacking

Hackers or other groups or organizations may attempt to interfere with your Third-party Wallet, the Website or the availability of HEAL tokens and Digital Assets in any number of ways, including without limitation denial of service attacks, Sybil attacks, spoofing, smurfing, malware attacks, or consensus-based attacks.

(e) Risk of security weaknesses in the Website and HEAL tokens source code or any associated software and/or infrastructure

There is a risk that the Website and HEAL tokens may unintentionally include weaknesses or bugs in the source code interfering with the use of or causing the loss of HEAL tokens.

(f) Risk of weaknesses or exploitable breakthroughs in the field of cryptography
Advances in cryptography, or technical advances such as the development of quantum computers, could present risks to cryptocurrencies, Ethereum, HEAL tokens, the Platform, which could result in the theft or loss of HEAL tokens.

(g) Risk of mining attacks

As with other decentralized cryptocurrencies, Ethereum blockchain, which is used for the HEAL tokens, is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attacks present a risk to the HEAL tokens, expected proper execution and sequencing of HEAL tokens, and expected proper execution and sequencing of Ethereum contract computations in general. Despite the efforts of Etheal and Ethereum Foundation, the risk of known or novel mining attacks exists. Mining Attacks, as described above, may also target other blockchain networks, with which the HEAL tokens interact with and consequently the HEAL tokens may be impacted also in that way to the extent, described above.

(h) Risk of low or no liquidity

Even though there are currently online service available, which enable possibility of exchange of cryptographic tokens between themselves, and also, some of them enable exchange of cryptographic tokens for fiat money, there are no warranties and/or guarantees given that HEAL tokens will be listed or made available for exchange for other cryptographic tokens and/or fiat money, and no guarantees are given whatsoever with the capacity (volume) of such potential exchange. It shall be explicitly cautioned, that such exchange, if any, might be subject to poorly-understood regulatory oversight, and Etheal does not give any warranties in regard to any exchange services providers. Users might be exposed to fraud and failure. In any case, Etheal will not enable exchange of HEAL tokens for other cryptographic tokens or for fiat currency. User may not at any given time be able to acquire or dispose of its HEAL tokens due to lack of liquidity.

(i) Risk of loss of value

Value of HEAL tokens may fluctuate and their users might suffer loss in value of such acquired tokens. There might be different reasons that would cause unfavourable fluctuations of the value of the HEAL tokens.

(j) Risk of uninsured losses

HEAL tokens are unlike bank accounts or accounts at some other financial institutions entirely uninsured.

(k) Risk of malfunction in the Ethereum network or any other blockchain
It is possible that the Ethereum network or any other network, to which the HEAL tokens are interacting with, malfunctions in an unfavourable way, including but not limited to one that results in the loss of HEAL tokens

(l) Internet transmission risks
You acknowledge that there are risks associated with using the HEAL tokens including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Etheal shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Website and HEAL tokens, howsoever caused.

(m) Unanticipated risks
Cryptocurrencies and blockchains are new and untested technology. In addition to the risks set forth here, there are risks that Etheal cannot foresee and it is unreasonable to believe that such risks could have been foreseeable. Risks may further materialize as unanticipated.

(n) Insufficient interest in Etheal, the Platform and HEAL tokens
It is possible that Etheal, HEAL or Platform will not be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of its functionalities. Such a lack of interest could impact the development of the Platform.

(o) HEAL and the Platform, as developed, may not meet your expectations
The Platform is currently under development and may undergo significant changes before release. Your expectations regarding the form and functionality of the Platform and HEAL tokens may not be met upon release of new Website, deployment of the Platform, additional products and services for any number of reasons, including a change in the design and implementation plans and execution of the implementation of HEAL.

(p) The Platform may never be completed or released
The Platform, described in section 2, may never be released and operational, even though Etheal will make reasonable efforts to complete and deploy it.

(q) Risks related to partnering projects
Etheal is partnering with a number of other existing projects to integrate their solutions and technology into the Platform (in addition to Ethereum), i.e. Crypto Exchanges. Unexpected negative events, such as slower development, technological

issues and challenges, bugs may occur within such projects and consequently Etheal may not be able to meet its undertakings, or will meet its goals at a later stage, or will functionality of the Platform be interrupted. Even though Etheal believes in the quality of its partners and will undertake all reasonably expected and possible actions to mitigate and prevent such risks, Etheal cannot be held liable for any events arising out of its partners' misrepresentation, lack of ability to deliver or change of their development plans.

(r) Risks Arising from Lack of Governance Rights

Because HEAL Tokens confer no governance rights of any kind with respect to the Etheal, all decisions involving Etheal Products or Etheal itself will be made by Etheal at its sole discretion, including but not limited to, decisions to discontinue Etheal Products, to create and sell more HEAL Tokens for use in Etheal Products, or to sell or liquidate Etheal. These decisions could adversely affect Etheal Products and the utility of any HEAL Tokens you own.

5.3. The HEAL tokens and the Platform are provided "as is". We and our affiliates and licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the HEAL tokens, including any warranty that the HEAL tokens will be uninterrupted, error free or free of harmful components, secure or not otherwise lost or damaged. Except to the extent prohibited by law, we and our affiliates and licensors disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

6. ELIGIBILITY

6.1. The Website, the Platform and HEAL tokens are not offered for use to natural and legal persons, having their habitual residence or their seat of incorporation in "Restricted Areas". Restricted Area shall mean a (i) country or territory where transactions with digital tokens are prohibited or in any manner restricted by applicable laws or regulations or will become so prohibited or restricted at any time after this Terms becomes effective and (ii) countries listed on OFAC sanctions lists and (iii) the citizens United States of America. ("Restricted Areas").

6.2. Natural and legal persons with their habitual residence or seat of incorporation from the Restricted Areas shall not use the Website, the Platform and HEAL tokens.

6.3. Etheal reserves its right to decide in its own discretion to adopt reasonable organisational and technical measures to assure that the Website and HEAL tokens are not available to persons from paragraph 6.1. Due to the HEAL tokens being offered on the Internet (meaning both the world-wide web and the Ethereum blockchain) Etheal and users understand that there is a possibility that there might be a certain "flow back" of HEAL

tokens to natural and legal persons with their habitual residence or seat of incorporation located in the Restricted Areas. Etheal consequently explicitly prohibits persons from paragraph 6.1 from using the HEAL tokens. Etheal shall not be held liable for any legal or monetary consequence arising of such use. Such persons using HEAL tokens despite the prohibition shall on first request indemnify and hold harmless Etheal from any legal or monetary consequence arising of their breach of the terms as described in this paragraph 6.3. Any person, matching the criteria from paragraph 6.1, shall immediately stop using HEAL tokens and leave the Website.

6.4. If you are registering to use the Platform on behalf of a legal entity, you represent and warrant that

- (a) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and
- (b) you are duly authorized by such legal entity to act on its behalf.

6.5. You further represent and warrant that you:

- (a) are of legal age to form a binding contract (at least 18 years old in most of the jurisdictions);
- (b) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party;
- (c) are not located in, under the control of, or a national or resident of any Restricted Areas;
- (d) have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU country, UK Treasury and US Office of Foreign Assets Control (OFAC);
- (e) will not use the HEAL tokens if any applicable laws in jurisdiction of your habitual residence or incorporations prohibit you from doing so in accordance with these Terms;
- (f) have a deep understanding of the functionality, usage, storage of cryptographic tokens, smart contracts, and blockchain-based software;
- (g) have carefully reviewed the content of this document and have understood and agreed with these Terms,
- (h) will contribute Ether (ETH) from a Wallet or Wallet service provider that technically supports the HEAL token;
- (i) you have read and understood these Terms completely;

(j) you have obtained and was given sufficient information about the HEAL tokens to make an informed decision to acquire them;

(k) you understand that the HEAL tokens confer only the right to use and access the Platform, as set out in paragraph 2.3, and confer no other rights of any form with respect to the Platform or Etheal, such as voting in its annual general meeting, right to dividends or other distribution or other financial or legal rights;

(l) you are acquiring HEAL Tokens to access the Platform and to support its development, testing, deployment and operation; and that you are not acquiring HEAL tokens for any other uses or purposes, including, but not limited to, any investment, speculative or other financial purposes; and

(m) your purchase of HEAL tokens complies with applicable law and regulation in your jurisdiction, including, but not limited to,

(i) legal capacity and any other threshold requirements in your jurisdiction for purchasing the Tokens, using the Tokens in the Platform, and entering into contracts with us,

(ii) any foreign exchange or regulatory restrictions applicable to such purchase, and

(iii) any governmental or other consents that may need to be obtained.

7. FINANCIAL REGULATION AND COOPERATION WITH LEGAL AUTHORITIES AND AUTHORIZED FINANCIAL INSTITUTIONS AND REGULATORS

7.1. The HEAL tokens and the Platform are unregulated. Etheal is closely following changes to legislation in the most relevant jurisdictions in the world and undertakes to act accordingly, if regulatory changes impact operations of HEAL tokens and the Platform. Etheal is not a financial institution and is currently not under supervision of any financial supervisory authority. Etheal does not provide any licensed financial services, such as investment services, capital raising, fund management or investment advice. This HEAL token distribution is not a public offering of equity or debt and consequently does not fall under the securities or any prospectus regulation.

7.2. This document or any other document, produced and signed by Etheal, as well as the Website, and any of their content does not constitute an offer or solicitation to sell shares or securities.

7.3. None of the information or analyses presented are intended to form the basis for any investment decision, and no specific recommendations are intended, and Etheal services and the Website are not, do not offer and shall not be construed as investment or financial products.

7.4. Etheal undertakes to cooperate with any governmental legal authority or regulator or supervisory authority of any country, and also with all authorized financial institutions.

8. LIABILITY

8.1. Etheal and its affiliates and their respective officers, employees or agents will in regard to the Website, the Platform and HEAL tokens not be liable to you or anyone else for any damages of any kind, including, but not limited to, direct, consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses or damages that result from use or loss of use of this Website, Platform and HEAL tokens), even if Etheal has been advised of the possibility of such damages or losses, including, without limitation, from the use or attempted use of HEAL tokens, the Website or the Platform.

8.2. Further, neither we nor any of our affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the to the Website, the Platform or HEAL tokens, including without limitation as a result of any termination or suspension of the Ethereum network or this agreement, including as a result of power outages, maintenance, defects, system failures or other interruptions; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the to the Website, the Platform and HEAL tokens; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any data, including records, private key or other credentials, associated with to the Website, the Platform and HEAL tokens.

8.3. You waive your right to demand the return of any cryptographic tokens you exchanged with us for the purpose of acquiring HEAL tokens, including, without limitation, a demand for specific performance.

8.4. You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any third-party claim concerning this Agreement or your use of the Website, the Platform and HEAL tokens contrary to these Terms. If we or our affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorney fees, as well as our employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at reasonable hourly rates.

8.5. The information, software, products, and services included in or available through the Website and the Platform may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Etheal and/or its suppliers may make improvements and/or changes to the Website and the Platform at any time. Etheal makes

no representations about the suitability, reliability, availability, timeliness, and accuracy of the to the Website, the Platform, HEAL tokens, information, software, products, services and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, the Website, the Platform and HEAL tokens, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Etheal hereby disclaims all warranties and conditions with regard to the Website, the Platform, HEAL tokens, information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

8.6. You warrant to Etheal that you will not use the Website, the Platform or the HEAL tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform or HEAL tokens in any manner that could damage, disable, overburden, or impair the Platform, HEAL tokens or the Website.

8.7. Section 8.1. does not apply in regard of any damages caused due to gross negligent or wilful act of Etheal.

9. SECURITY

9.1. You will implement reasonable and appropriate measures designed to secure access to (i) any device associated with the email address associated with your account with the Platform, (ii) private keys required to access any relevant Ethereum address, and (iii) your username, password and any other login or identifying credentials of the Platform.

9.2. In case you suspect a security breach in any of the abovementioned, you will inform us immediately so we can take all required and possible measures to secure your account, the Website, the Platform, HEAL tokens and systems as whole.

9.3. In the event that you are no longer in possession of any device associated with your account or are not able to provide your login or identifying credentials to the Platform, we may, in our sole discretion, and only if we are able, grant access to your account to any party providing additional credentials to us. We explicitly reserve the right to determine the additional credentials required, which may include, without limitation, a sworn, notarized statement of identity.

10. PRIVACY

10.1. As a principle, Etheal may collect only what we need and will not share your personal information with any third parties. Even within Etheal, access to your personal information is limited to a subset of employees who work on compliance and identity verification matters. Etheal is the only data controller and processor.

10.2. You will provide to us, immediately upon our notice of request, information that we, in our sole discretion, deem to be required to maintain compliance with any law, regulation or

policy. Such documents include, but are not limited to, passports, driver's licenses, utility bills, photographs of you, government identification cards, or sworn statements.

"Know Your Customer" and AntiMoney Laundering Provisions

(a) Etheal shall reserve the right to conduct "Know Your Customer" and/or antimoney laundering checks and procedures on the Participant as required by the applicable laws.

(b) The Participant undertakes to submit to such checks and procedures, and provide all the information and confirmations requested by Etheal to that end. Should the Participant fail, gives incorrect information or refuse to provide the necessary information and confirmations requested by Etheal within the specified timeframe, Etheal may terminate the Participant's right to use the Website and provide services to that Participant and Participant may lose all his contributions and rights to receive HEAL tokens.

(c) Etheal reserves the right to conduct "know your customer" procedure and any other kind of customer due diligence on you at any time (including after the close of the token sale). If Etheal discovers your purchase of HEAL violating this Terms or any anti-money laundering, counter-terrorism financing or other regulatory requirements, your purchase of HEAL under the token sale shall be invalid with retroactive effect and Etheal shall be entitled to immediately terminate this Agreement with you, deny your access to the HEAL, reject delivery of any HEAL and request return of any delivered HEAL, irrespective of any payment that you could have made.

10.3. Etheal reserves its right to request documentation, described in paragraph 10.1, prior to activating your account at any of Etheal and the Platform services, and any services, available through the Website. Etheal may refuse you access to the Platform, HEAL tokens and Website should it have doubts as to validity, authenticity and genuineness of the documents, provided by you.

10.4. Etheal collects information from running the Website and uses information, provided to us by you. When you visit the Website, or use our products, we collect information sent to us by your computer, mobile phone, or other access device. This information may include your IP address, device information including, but not limited to, identifier, name, and type, operating system, mobile network information and standard web log information, such as your browser type, and the pages you accessed on our Website. When you use a location-enabled device with our Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from your device that may, for instance, provide data on nearby cell towers and wi-fi access spots. However, we will not release your personally-identifying information to any third party without your consent, except as set forth herein.

10.5. If you create an account at our Website or the Platform we may collect and store the following types of information: Contact information – your name, address, phone, email and other similar information. Before permitting you to use our Website and acquiring HEAL tokens, we may require you to provide additional information (such as a date of birth, passport number, numbers that you may use or have registered with your local tax authority, or other data which can be used for personal identification purposes and that may be required to comply with applicable laws) so that we can verify your identity or address. We may also obtain information about you from third parties such as identity verification services.

10.6. When you access the Website, or use our products or services we (or Google Analytics, Facebook Analytics or similar service provider on our behalf) may place small data files called cookies on your computer or other device. We use these technologies to recognize you as our user; customize our Website and advertising; measure promotional effectiveness and collect information about your computer or other access device to mitigate risk, help prevent fraud, and promote trust and safety.

10.7. Throughout this policy, we use the term “personal information” to describe information that can be associated with a specific person and can be used to identify that person. We do not consider personal information to include information that has been anonymized so that it does not identify a specific user.

10.8. We protect your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards we use are firewalls and data encryption, physical access controls to our data centres, and information access authorization controls. We also authorize access to personal information only for those employees who require it to fulfil their job responsibilities. All of our physical, electronic, and procedural safeguards are designed to comply with applicable laws and regulations.

10.9. We are sometimes required to compare the personal information you provide to third party databases in order to verify its accuracy and confirm your identity. This allows us to comply with relevant regulations. We will not sell or rent your personal information to third parties. We may combine your information with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. We may use your name and email address to provide you with information about products or services that may be of interest to you, but we will not use your personal information without complying with applicable laws and, where appropriate, obtaining your consent.

10.10. We reserve our right to share your personal information with:

- (a) our banking partners;
- (b) companies that we plan to merge with or be acquired by (should such a combination occur, we will require that the newly combined entity follow these

terms with respect to your personal information, and you would as well receive prior notice of any change in applicable policy);

(c) 3rd party identification services providers for fraud prevention purposes;

(d) law enforcement, government officials, or other third parties when i) we are compelled to do so by a subpoena, court order, or similar legal procedure; or ii) we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our Terms;

(e) other third parties only with your prior consent or direction to do so.

Etheal will not provide your personal information to any other Etheal and Platform users without your consent or direction.

10.11. You may access, review and edit your personal information at any time by logging in to the Website using your credentials.

10.12. The data that we collect from you will be transferred to, and stored at, in the EU and may be transferred and/or stored to other places outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our service providers. Staff may be engaged in the fulfilment of our Services and/or the processing of your details and the provision of support services. By submitting your personal data, you agree to this transfer, storing, or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms. Third parties may be located in other countries where the laws on processing personal information may be less stringent than in your country. Our services may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which the Etheal services are advertised). If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal information that may be collected through these websites or services, such as contact and location data. Please check these policies before you submit any personal data to these websites or use these services.

11. TAXES

11.1. All your factual and potential tax obligations are your concern and Etheal is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues, including but not limited what kind of filing or reporting you need to do with the competent tax authority, which taxes and to which extent you are obliged to pay, which tax exemptions you are eligible to etc.

11.2. All fees and charges payable by you are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. Upon our request, you will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If any

deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

12. INTELLECTUAL PROPERTY

12.1. We retain all right, title and interest in all of our intellectual property, including inventions, discoveries, processes, marks, methods, compositions, formulae, techniques, information, source code, brand names, graphics, user interface design, text, logos, images, information and data pertaining to the Project (hereinafter: "Etheal IP"), whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon. You may not use any of our intellectual property for any reason, except with our express, prior, written consent.

12.2. These Terms shall not be understood and interpreted in a way that they would mean assignment of intellectual property rights, unless it is explicitly defined so in these Terms.

12.3. You are being granted a non-exclusive, non-transferable, revocable license to access and use the Website and the Project and the HEAL tokens strictly in accordance with these Terms. As a condition of your use of the Website and the HEAL tokens you warrant to Etheal that you will not use the Website, or the Project or HEAL tokens for any purpose that is unlawful or prohibited by these Terms. You may not use the HEAL tokens in any manner that could damage, disable, overburden, or impair the Website and the Project. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website and HEAL tokens. Limitation to the transferability of licence shall not be understood in a way, that the users are not allowed to transfer HEAL tokens to third parties.

12.4. All Etheal IP is the property of Etheal and is protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

12.5. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Etheal IP, in whole or in part, found on the Website or associated products and services. Etheal IP is not for resale. Your use of the Etheal IP does not entitle you to make any unauthorized use of any Etheal IP, and in particular you will not delete or alter any proprietary rights or attribution notices in any Etheal IP. You will use Etheal IP solely for your personal use, and will make no other use of Etheal IP without the express written permission of Etheal and the copyright owner.

You agree that you do not acquire any ownership rights in any Etheal IP. We do not grant you any licenses, express or implied, to the intellectual property of Etheal except as expressly authorized by these Terms.

13. NOTICES

13.1. We may provide any notice to you under this Agreement by: (i) posting a notice on the Website; or (ii) sending an email to the email address then associated with your account. Notices we provide by posting on the Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive or read the email.

13.2. To give us notice under this Agreement, you must contact us by email to info@etheal.com. We may update this email address for notices to us by posting a notice on our Website. Notices to us will be effective one business day after they are sent.

13.3. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

14. MISCELLANEOUS

14.1. Materials, such as Business Plan, Development Road Map and others, published in the Website or elsewhere, are not binding and do – unless explicitly referred to herein – not form part of these Terms, and are of descriptive nature only.

14.2. We do not permit individuals under the age of 18 to register with our Website and use our products. If we become aware that a child under the age of 18 has provided us with personal information, we will delete such information from our files immediately and block its access to our Website and products.

14.3. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labour disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, changes in blockchain technology (broadly construed), changes in the Ethereum or any other blockchain protocols or any other force outside of our control.

14.4. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and

(b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

14.5. These Terms do not create any third-party beneficiary rights in any individual or entity.

14.6. You will not assign these Terms, or delegate or sublicense any of your rights under these Terms, without our prior written consent. Any assignment or transfer contrary to these Terms will be void. Subject to the foregoing, these Terms will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

14.7. The failure or omission by us to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be unequivocal and in writing to be effective.

14.8. Except as otherwise set forth herein, if any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest of the Terms will remain in full force and effect.

14.9. "Etheal" refers to the Project as a whole, including any or all of the entities, being used by Etheal, incorporated in the Republic of Estonia or elsewhere. Etheal reserves a right to incorporate additional legal entities for operation of the Project and transfer certain rights and duties in regard to the Project to such entity. Such entities shall be either owned by the Founders or existing Etheal entities and shall act in accordance with these Terms. The Founders undertake to make sure that incorporation of additional entities for operating purposes does not infringe users' rights pertaining to ANTs.

14.10. All disputes resulting from these Terms will be settled by the negotiations of the Parties. If the disputes resulting from these Terms and Conditions could not be settled by the negotiations of the Parties, the disputes will be finally solved in the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn (hereinafter "Arbitration Court") on the basis of the regulation of the Arbitration Court. The dispute will be settled proceeding from the Estonian law. The arbitral tribunal will be conducted in English.

14.11. Prior to filing any claims in accordance with paragraph 14.9, you undertake to file such claim or request directly to Etheal via e-mail at address info@etheal.com. You agree that you will not file any claims in accordance with paragraph 14.9 earlier than 30 days after sending such claim or request to Etheal in accordance with this paragraph 14.11. Any claim, filed with the arbitral tribunal contrary to the rules set out in this paragraph 14.11, shall be rejected immediately by the tribunal as premature.

14.12. These Terms represent the entire agreement between you and us regarding the subject matter of these Terms, in particular use of the Website, the Project and HEAL tokens. These Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Terms. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of these Terms (whether or not it would materially alter these Terms) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document.

14.13. These Terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these Terms, please contact Etheal via e-mail and immediately navigate away from the Website and cease using the Project.

14.14. The Terms and Conditions, Website, or other documents may be translated into other languages. In case of a conflict between the English and translated version of the respected document, the English version shall prevail.